

State of Delaware

INSECTICIDES FOR THE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL – MOSQUITO CONTROL SECTION

Invitation to Bid Contract No. 09-INS-MC

January 12, 2009

**- Deadline to Respond -
FEBRUARY 9, 2009
1:00 p. m. EST**

January 12, 2009

CONTRACT NO. 09-INS-MC

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" (ITB) for **INSECTICIDES FOR THE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL – MOSQUITO CONTROL SECTION**. The invitation consists of the following documents:

INVITATION TO BID – CONTRACT NO. 09-INS-MC

- 1 DEFINITIONS and GENERAL PROVISIONS
- 2 SPECIAL PROVISIONS
- 3 INVITATION TO BID, INCLUDING SCOPE OF WORK AND TECHNICAL SPECIFICATIONS
- 4 BID QUOTATION REPLY SECTION
 - A - NO BID REPLY FORM
 - B - NON-COLLUSION STATEMENT AND ACCEPTANCE
 - C - BID PRICE QUOTATION REPLY
 - D - OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE (OMWBE) APPLICATION

In order for your bid to be considered, the Bid Quotation Reply Section shall be executed completely and correctly and returned in an envelope clearly displaying the contract number by **1:00 P.M., EST, FEBRUARY 9, 2009**.

Bids shall be submitted to:

**State of Delaware
Department of Natural Resources and Environmental Control
Mosquito Control Section
1161 Airport Road
Milford, DE 19963**

Bidders are encouraged to submit questions in writing up until 4:30 p.m., Friday, January 23, 2009 to Chris Lesser at DNREC - Mosquito Control Section, 1161 Airport Road, Milford, DE 19963 or via email to Christopher.Lesser@state.de.us . An addendum will be issued answering all questions.

Please review and follow the information and instructions contained in the appropriate sections of this Invitation to Bid package. Should you need additional information, please call Chris Lesser at (302) 422-1512.

INVITATION TO BID
CONTRACT NO. 09-INS-MC
INSECTICIDES FOR DNREC – MOSQUITO CONTROL SECTION
SPECIAL PROVISIONS

1. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the furnishing and delivery of insecticides as described in the Technical Specifications. These insecticides for mosquito control include organophosphates, pyrethroids, mimic growth regulators, biological compounds, and solvents/oils. Formulations include liquid, granular and powder products.

2. **CONTRACT PERIOD:**

Each vendor's contract shall be valid for an approximate nine and one-quarter (9.25) month period from March 1, 2009 through November 30, 2009.

3. **PRICES:**

Prices and/or rates shall remain firm for the term of the contract.

The pricing policy that you choose to submit must address the following concerns:

- a. The structure must be clear, accountable and auditable.
- b. It must cover the full spectrum of services required.
- c. Costs and compensation must be consistent with the rates established as a result of this Invitation to Bid or Purchase Order issued based on this contract.

4. **SHIPPING TERMS:**

F.O.B. destination; freight prepaid.

5. **QUANTITIES:**

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the bid are best estimates and are given as a basis for the comparison of the bids. Quantities ordered may be increased or decreased by any eligible agency as deemed necessary during the period of the contract.

6. **FUNDING OUT:**

The continuation of this contract is contingent upon funding appropriated by the legislature.

7. **BID BOND REQUIREMENT**

Bid Bond waived.

8. **PERFORMANCE BOND REQUIREMENT:**

Performance Bond waived.

CONTRACT NO. 09-INS-MC
INSECTICIDES FOR DNREC – MOSQUITO CONTROL SECTION
SPECIAL PROVISIONS

9. **MANDATORY INSURANCE REQUIREMENTS:**

Certificate of Insurance and/or copies of insurance policy waived.

10. **HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

11. **NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

12. **FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

13. **EXCEPTIONS:**

Bidders may elect to take minor exception to the terms and conditions of this Invitation to Bid. Mosquito Control Section will evaluate each exception according to the intent of the terms and conditions contained herein, but Mosquito Control Section shall reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

14. **BUSINESS REFERENCES:**

Bidder must supply three (3) business references consisting of current or previous customers of similar scope and value with your reply. Include name, address, telephone number, fax number, e-mail address, and a verified current contact person.

CONTRACT NO. 09-INS-MC
INSECTICIDES FOR DNREC – MOSQUITO CONTROL SECTION
SPECIAL PROVISIONS

15. **ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

16. **BILLING:**

All billing shall be in triplicate and shall be directed to the Department of Natural Resources and Environmental Control, Division of Fish and Wildlife – Mosquito Control Section, 89 Kings Highway, Dover, DE 19901 .

17. **PAYMENT:**

The items of this contract will be paid for at the unit price as contained in the contract. This price and payment shall constitute full compensation for furnishing and delivering the said item. Payment will be made within thirty (30) days after invoicing.

18. **PRODUCT SUBSTITUTION:**

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid unless specific approval is given by Mosquito Control Section to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

19. **DOCUMENT(S) EXECUTION:**

Both the non-collusion statement that is enclosed with this Invitation to Bid and the contract form delivered to the successful contractor for signature shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Mosquito Control Section.

20. **FORMAL CONTRACT AND/OR PURCHASE ORDER:**

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, telephone call, fax or State credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

INSECTICIDES FOR DNREC – MOSQUITO CONTROL SECTION
SPECIAL PROVISIONS

21. **CONTRACTOR RESPONSIBILITY:**

The State will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services as required by this Invitation to Bid. Subcontractors, if any, shall be clearly identified in the financial proposal.

22. **LIFE CYCLE COST ANALYSIS:**

If applicable, the specifications contained within this Invitation to Bid have been developed through Life Cycle Cost Analysis that will allow the State to realize the lowest total cost of ownership and operation over the useful life of the equipment.

23. **PERSONNEL:**

- a. The Contractor represents that he has, or will secure at his own expense, all personnel required to perform the services required under this contract.
- b. All of the services required hereunder shall be performed by the Contractor or under his direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

24. **TERMINATION OF P.O.s:**

- a. Termination for Cause If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.
- b. Termination for Convenience The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency. If the P.O. is terminated by the Agency for convenience, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor called for by the P.O., less payments or compensation previously made; provided, however, that if less than sixty (60)

SPECIAL PROVISIONS

percent of the services covered by this contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this P.O.) incurred by the Contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by this P.O.

25. **CHANGES:**

Both parties may, from time to time, require changes in the services to be provided by the Contractor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Agency and the Contractor shall be incorporated in written amendments to the Purchase Order.

26. **INTEREST OF CONTRACTOR:**

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed.

27. **RIGHTS AND OBLIGATIONS:**

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed Purchase Order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate Purchase Order shall be issued for every project.

28. **ASSIGNMENT OF ANTITRUST CLAIMS:**

As consideration for the award and execution of this contract by the State, the Contractor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the State pursuant to this contract.

29. **COVENANT AGAINST CONTINGENT FEES:**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

SPECIAL PROVISIONS

30. GRATUITIES:

- a. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and
- b. In the event this contract is terminated pursuant to subparagraph "a", the State shall be entitled (i) to pursue the same remedies against the Contractor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

31. AFFIRMATION:

The Contractor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

32. AUDIT ACCESS TO RECORDS:

The Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Contractor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Contractor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of his/her duties under the Contract. Upon notice given to the Contractor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the State for disallowances shall be drawn from the contractor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

33. TERMINATION OF CONTRACT:

- a. Termination for Cause - If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination.

CONTRACT NO. 09-INS-MC
INSECTICIDES FOR DNREC – MOSQUITO CONTROL SECTION
SPECIAL PROVISIONS

- b. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and

34. **TERMINATION OF CONTRACT:** (continued)

equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

- b. Termination for Convenience - The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State. If the Contract is terminated by the State as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. Provided however that if less than 60 percent of the services covered by this Contract have been performed upon the effective date of termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

35. **REMEDIES:**

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Contractor arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

36. **AMENDMENTS:**

This contract may be amended, in writing, by mutual agreement of the parties.

37. **SUBCONTRACTS:**

No subcontracting is acceptable.

38. **AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.

CONTRACT NO. 09-INS-MC
INSECTICIDES FOR DNREC – MOSQUITO CONTROL SECTION
SPECIAL PROVISIONS

- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

39. **CONFIDENTIALITY:**

Specific attention should be given to the identification of those portions of your bid which you deem to be confidential or proprietary information which should not be disclosed under the Delaware Public Information Act. Bidders are advised that upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether the information may be or must be divulged to the party.

40. **CONTRACT DOCUMENTS:**

The Definitions and General Provisions and any Special Instructions, Specifications, Invitation to Bid, Bid Quotation Reply Section, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any bidder. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- Contract
- Invitation to Bid
- Specifications or Scope of Work
- Definitions & General Provisions
- Bid Quotation Reply Section
- Purchase Order
- Special Instructions

41. **ASSIGNMENT:**

This contract shall not be assigned except by express written consent from the Director, Division of Fish & Wildlife, of the State of Delaware.

42. **SPECIFIED BRANDS:**

Where brands are specified, they are intended to denote quality required and are not intended to be restrictive. Those responders offering other than brands specified shall be required to submit descriptive literature that will include detailed specifications.

43. **SUBCONTRACTS:**

No subcontracting is acceptable.

44. **PRODUCT REGISTRATION:**

Each bidder shall provide with their bid documentation from the Delaware Department of Agriculture that products offered are registered with the Delaware Department of Agriculture in accordance with DE Pesticide Law Title 3, Part II, Chapter 12. **Failure to submit such documentation with the bid will result in rejection of the bid.**

CONTRACT NO. 09-INS-MC
INSECTICIDES FOR DNREC – MOSQUITO CONTROL SECTION
SPECIAL PROVISIONS

45. **PRODUCT LABELS:**

Each bidder shall submit with their bid for all products offered a current Product Label indicating that product is registered with the U.S. Environmental Protection Agency for use in control of mosquitoes. **Failure to submit such documentation with the bid will result in rejection of the bid.**

46. **PRODUCT SHIPMENT/DELIVERIES:**

All products shipped shall be received in good condition and shall conform to specifications. If products shipped are damaged or otherwise fail to meet specifications upon delivery, the product will be refused and returned at supplier's expense.

All products shall be delivered at such time and in such quantities as the Department directs. Deliveries of the products shall be made within ten (10) calendar days after receipt of a product order as described in Special Provisions §16 herein. Products not received within ten (10) calendar days of a product order may be subject, at the Department's sole discretion, to a monetary penalty of 10% of product order's contract value credited to/deducted from said product order. Deliveries shall be made as specified by the Department to the Mosquito Control Section at 1161 Airport Road, Milford, DE 19963 in Kent County, Delaware or at 2430 Old County Rd., Newark, DE 19702 in New Castle County, Delaware, or to a location otherwise directed by the Department.

47. **PRODUCT INSPECTION/REJECTION:**

Inspection of delivered products will be conducted by the DNREC – Mosquito Control Section and/or its authorized representative. The DNREC – Mosquito Control Section or its representative reserves the right to reject products that are damaged or otherwise fail to meet specifications. All rejected materials will be replaced by the supplier within 5 (five) business days, with such replacement delivery using, as may be needed, express shipping/delivery at supplier's expense.

CONTRACT NO. 09-INS-MC
INSECTICIDES FOR DNREC – MOSQUITO CONTROL SECTION
INVITATION TO BID

I. INTRODUCTION:

A. PURPOSE:

It is the goal of this Invitation to Bid to identify a vendor(s) and execute a contract(s) for the purchase of mosquito control insecticides.

B. GUIDELINES:

Bidders must respond to each and every requirement outlined in the Invitation to Bid in order to be considered responsive. Bids must be clear and concise.

II. FORMAT AND CONTENT FOR BID:

A. INTRODUCTION:

This section prescribes the mandatory format and content for the presentation of a bid in response to this Invitation to Bid. Each bidder must provide every component listed in this Invitation to Bid using the format prescribed for each component. A bid may be rejected if it is incomplete or conditional.

B. COVER LETTER:

Each bid will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the bidder's ability to provide the products/services specified in the Invitation to Bid.

The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Mosquito Control Section.

C. PRICE QUOTATION:

Each bid as completed by the bidder must contain the price of bid products/services which is to be shown in the attached Bid Price Quotation Reply form.

D. OTHER ITEMS REQUIRED

State of Delaware Business License. (Special Provisions § 10)

Three (3) business references. (Special Provisions § 15)

Documentation from the Delaware Department of Agriculture that products offered are registered with the Delaware Department of Agriculture in accordance with DE Pesticide Law Title 3, Part II, Chapter 12. (Special Provisions § 44)

CONTRACT NO. 09-INS-MC
INSECTICIDES FOR DNREC – MOSQUITO CONTROL SECTION
INVITATION TO BID

D. OTHER ITEMS REQUIRED (continued)

Current Product Labels for all offered products indicating that product is registered with the U.S. Environmental Protection Agency for use in control of mosquitoes. (Special Provisions § 45)

Applicable forms contained in the Bid Quotation Reply Section or as otherwise attached hereto.

E. NUMBER OF COPIES OF BID:

Two (2) copies of the Bid shall be submitted in a sealed package clearly marked with the name of the bidder. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring a bidder's signature. The remaining one (1) copy does not require original signatures. However, they shall be identical to the "Master Copy", including product labels and other required documents.

F. ADDENDA TO THE INVITATION TO BID:

If it becomes necessary to revise any part of this Invitation to Bid, revisions in writing will be provided to all contractors known to have received a copy of the Invitation to Bid. Potential bidders shall acknowledge in writing receipt of all amendments, addenda and changes issued in connection with this Invitation to Bid by submitting an affirmative statement in the Bid.

G. INCURRED EXPENSES:

The State will not be responsible for any expenses incurred by the bidder in preparing and submitting a bid.

H. ECONOMY OF PREPARATION:

Bids should be prepared simply and economically, providing a straight-forward, concise description of the contractor's bid to meet the requirements of the Invitation to Bid. **DO NOT USE RING BINDERS.**

I. RIGHT TO REJECT BID/WAIVE OR CORRECT MINOR IRREGULARITIES:

The State reserves the right to withdraw this Invitation to Bid, to reject any bids, to waive minor irregularities in bids or to allow the bidder to correct a minor irregularity if the best interest of the State will be served by doing so.

III. SCOPE OF WORK:

A. OVERVIEW:

The Contractor(s) shall provide all products/services to satisfy the State of Delaware's need for insecticides as described herein.

The services will require the Contractor(s) to partner with and cooperate with the ordering agency to make sure the State receives the most current state-of-the-art services.

CONTRACT NO. 09-INS-MC
INSECTICIDES FOR DNREC – MOSQUITO CONTROL SECTION
INVITATION TO BID

III. **SCOPE OF WORK:** (continued)

B. **DETAILED REQUIREMENTS:**

The price of products offered under this Invitation to Bid is to be shown by the bidder in Appendix A, attached hereto, and made a part of the contract.

IV. **BID EVALUATION PROCEDURES:**

BASIS OF AWARD:

Mosquito Control Section shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of the Invitation to Bid. The award will be made on basis of price, product evaluation, and prior history of service and capability.

Mosquito Control Section reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware. Award of contracts to multiple bidders is anticipated due to the likely exclusive distributorship of some products.

V. **QUESTIONS:**

Bidders are encouraged to submit questions in writing up until **4:30 p.m., Friday, January 23, 2009** to Chris Lesser at DNREC - Mosquito Control Section, 1161 Airport Road, Milford, DE 19963 or via email to Christopher.Lesser@state.de.us . An addendum will be issued answering all questions.

CONTRACT NO. 09-INS-MC
INSECTICIDES FOR DNREC – MOSQUITO CONTROL SECTION
INVITATION TO BID

APPENDIX A
TECHNICAL SPECIFICATIONS

1. Temephos Liquid

Liquid concentrate insecticide for control of mosquito larvae. At least 44.6% (4 lb. /gal.) active ingredient, no more than 55.4% inert ingredients. To be packaged in 2.5 gallon containers. To be Abate 4E or approved equal.

2. Temephos 5% Biodac Granules

Granular dedusted insecticide for control of mosquito larvae. To consist of 12-20 mesh dedusted Biodac granules. Density to be 38-40 lbs. per cubic foot. 5% active ingredient, 95% inert ingredients. To be packaged in 25 lb. bags. To be Abate 5-BG or approved equal.

3. Temephos 2% Biodac Granules

Granular dedusted insecticide for control of mosquito larvae. To consist of 12-20 mesh dedusted Biodac granules. Density to be 38-40 lbs. per cubic foot. 2% active ingredient, 98% inert ingredients. To be packaged in 25 lb. bags. To be Abate 2-BG or approved equal.

4. Temephos 5% Pellets

Pelleted insecticide for control of mosquito larvae. 5% active ingredient, 95% inert ingredients. To be packaged in 22 lb. containers. To be 5% Skeeter Abate or approved equal.

5. Temephos 5% Corncob Granules

Granular insecticide for control of container breeding mosquito larvae. To be available in 10-14 mesh size corncob granules. 5% active ingredient, 95% inert ingredients. To be packaged in 25 lb. containers. To be Abate 5% Tire Treatment or approved equal.

6. Bacillus thuringiensis var. israelensis Biological Mosquito Larvicide Granules

Granular insecticide for control of mosquito larvae. To be available in 5-8 and 10-14 mesh size corncob granules containing at least 200 International Toxic Units per milligram. At least 0.2% active ingredient, no more than 99.8% inert ingredients. To be packaged in 40 lb. bags. To be Aquabac 200 G, VectoBac G and CG or approved equal.

CONTRACT NO. 09-INS-MC
INSECTICIDES FOR DNREC – MOSQUITO CONTROL SECTION
INVITATION TO BID

APPENDIX A
TECHNICAL SPECIFICATIONS (Continued)

7. Bacillus thuringiensis var. israelensis High Potency Biological Mosquito Larvicide Granules

Granular insecticide for control of mosquito larvae. To be available in 5-8 and 10-14 mesh size corncob granules containing at least 200 International Toxic Units per milligram. At least 1.7% active ingredient, no more than 98.3% inert ingredients. To be packaged in 40 lb. bags. To be Teknar G or approved equal.

8. Bacillus thuringiensis var. israelensis Biological Larvicide Aqueous Suspension Concentrate

Liquid insecticide for control of mosquito larvae. To contain at least 1200 International Toxic Units per milligram. At least 1.2% active ingredient, no more than 98.8% inert ingredients. To be packaged in 2.5 or 5 gallon containers and 30 gallon drums; 250 gallon returnable “tote” containers are an additional packaging option. To be Aquabac XT, VectoBac 12 AS or approved equal.

9. Bacillus thuringiensis var. israelensis High Potency Biological Larvicide Aqueous Suspension Concentrate

Liquid insecticide for control of mosquito larvae. To contain at least 1200 International Toxic Units per milligram. At least 1.6% active ingredient, no more than 98.4% inert ingredients. To be packaged in 2.5 or 5 gallon containers and 30 gallon drums; 250 gallon returnable “tote” containers are an additional packaging option. To be Teknar HP-D Larvicide or approved equal.

10. Bacillus thuringiensis var. israelensis -- 30 Day Residual Briquets

Briquet insecticide for control of mosquito larvae. At least 5% active ingredient, no more than 95% inert ingredients. To continuously release active ingredient for at least a 30 day wet period. To be packaged in 100 count/case. To be Summit Bti Briquets or approved equal.

11. Bacillus sphaericus Wettable Powder

Wettable powder insecticide for control of mosquito larvae. To contain at least 650 International Toxic Units per milligram. At least 51.2% w/w active ingredient, no more than 48.8 w/w inert ingredients. To be packaged in 1 lb. containers. To be Vectolex WDG or approved equal.

CONTRACT NO. 09-INS-MC
INSECTICIDES FOR DNREC – MOSQUITO CONTROL SECTION
INVITATION TO BID

APPENDIX A
TECHNICAL SPECIFICATIONS (Continued)

12. Bacillus sphaericus Granules

Granular insecticide for control of mosquito larvae. To be 10-14 mesh size corn cob granules. To contain at least 50 International Toxic Units per milligram. At least 7.5% w/w active ingredient, no more than 92.5% w/w inert ingredients. To be packaged in 25 or 40 lb. bags. To be Vectolex CG or approved equal.

13. Methoprene 5% Liquid

Liquid insecticide for control of mosquito larvae. 5% (0.43 lb./gal.) active ingredient, 95% inert ingredients. Must be S-isomer methoprene. To be packaged in 1 gallon containers. To be Altosid Liquid Larvicide or approved equal.

14. Methoprene 20% Concentrate Liquid

Liquid insecticide for control of mosquito larvae. 20% (1.72 lb./gal.) active ingredient, 80% inert ingredients. Must be S-isomer methoprene. To be packaged in 2.5 gallon containers. To be Altosid Liquid Larvicide Concentrate or approved equal.

15. Methoprene Residual Granules -- 5-10 Day

Granular insecticide for control of mosquito larvae. At least 0.2% active ingredient, no more than 99.8% inert ingredients. Must be S-isomer methoprene. To continuously release active ingredient for at least a 5 to 10 day wet period. To be packaged in 40 lb. bags. To be Altosid SBG or approved equal.

16. Methoprene Extended Residual Granules -- 21 Day

Granular insecticide for control of mosquito larvae. At least 1.5% active ingredient, no more than 98.5% inert ingredients. Must be S-isomer methoprene. To continuously release active ingredient for at least a 21 day wet period. To be packaged in 40 lb. bags. To be Altosid XR-G or approved equal.

17. Methoprene Pellets -- 30 Day

Pelleted insecticide for control of mosquito larvae. At least 4.25% active ingredient, no more than 95.75% inert ingredients. Must be S-isomer methoprene. To continuously release active ingredient for at least a 30 day wet period. To be packaged in 22 lb. containers. To be Altosid Pellets or approved equal.

CONTRACT NO. 09-INS-MC
INSECTICIDES FOR DNREC – MOSQUITO CONTROL SECTION
INVITATION TO BID

APPENDIX A
TECHNICAL SPECIFICATIONS (Continued)

18. Methoprene Briquets -- 30 day

Briquet insecticide for control of mosquito larvae. Each briquet at least 8.62% active ingredient, no more than 91.38% inert ingredients. Must be S-isomer methoprene. To continuously release active ingredient for at least a 30 day wet period. To be packaged in 400 count/case. To be Altosid Briquets or approved equal.

19. Methoprene Briquets -- 150 day

Briquet insecticide for control of mosquito larvae. Each briquet at least 2.1% active ingredient, no more than 97.9% inert ingredients. Must be S-isomer methoprene. To continuously release active ingredient for at least a 150 day wet period. To be packaged in 220 count/case. To be Altosid XR Briquets or approved equal.

20. Naled (oil-based) Concentrate

Liquid insecticide for control of adult mosquitoes. At least 87.4% active ingredient, no more than 12.6% inert ingredients. To be packaged in 30 gallon drums. To be Dibrom Concentrate or approved equal.

21. Naled Emulsifiable Concentrate

Liquid insecticide for control of adult mosquitoes. At least 78% active ingredient, no more than 22% inert ingredients. To be packaged in 30 gallon drums. To be Trumpet EC or approved equal.

22. Permethrin and Piperonyl Butoxide -- Oil Base

Liquid insecticide for control of adult mosquitoes. At least 31.28% Permethrin and 66% Piperonyl Butoxide active ingredients, no more than 2.72% inert ingredients. To be packaged in 1 or 5 gallon containers and 30 or 55 gallon drums. To be Biomist 31 + 66 ULV, Permanone 31/66 or approved equal.

23. Resmethrin and Piperonyl Butoxide Concentrate

Liquid insecticide for control of adult mosquitoes. At least 18% Resmethrin and 54% Piperonyl Butoxide active ingredients, no more than 28% inert ingredients. To be packaged in 5 gallon containers and 30 or 55 gallon drums. To be Scourge or approved equal.

CONTRACT NO. 09-INS-MC
INSECTICIDES FOR DNREC – MOSQUITO CONTROL SECTION
INVITATION TO BID

APPENDIX A
TECHNICAL SPECIFICATIONS (Continued)

24. Sumithrin and Piperonyl Butoxide

Liquid insecticide for control of adult mosquitoes. At least 10% Sumithrin (0.74 lb./gal. technical) and 10% Piperonyl Butoxide (0.74 lb./gal. technical) active ingredients, no more than 80% inert ingredients. To be packaged in 2.5 or 5 gallon containers and 30 or 55 gallon drums. To be Anvil 10 + 10 ULV or approved equal.

25. Sumithrin and prallethrin

Liquid insecticide for control of adult mosquitoes. At least 5% sumithrin + 1% prallethrin active ingredients, no more than 89% inert ingredients. To be packaged in 1 or 2.5 gallon containers and 30 or 55 gallon drums. To be Duet or approved equal

26. Permethrin Water Emulsifiable

Liquid insecticide for control of adult mosquitoes. At least 10% permethrin active ingredient, no more than 90% inert ingredients. To be packaged in 2.5 gallon containers. To be Flit 10EC or approved equal.

27. Permethrin and Piperonyl Butoxide Water Emulsifiable

Liquid insecticide for control of adult mosquitoes. At least 20% permethrin + 20% Piperonyl Butoxide active ingredients, no more than 60% inert ingredients. To be packaged in 1 or 2.5 gallon containers and 30 or 55 gallon drums. To be AquaReslin or approved equal.

28. Natural Pyrethroid and Piperonyl Butoxide -- 5% active ingredient

Liquid insecticide for control of adult mosquitoes. 5% pyrethrin (0.367 lb. /gal. technical) and 25% Piperonyl Butoxide (1.83 lbs. /gal. technical) active ingredients, 70% inert ingredients. To be packaged in 1 or 2.5 gallon containers and 30 or 55 gallon drums. To be Pyrenone 25-5 or approved equal.

29. Natural Pyrethroid and Piperonyl Butoxide -- 1% active ingredient

Liquid insecticide for control of adult mosquitoes. 1% pyrethrin and 5% Piperonyl Butoxide active ingredients, 94% inert ingredients. To be packaged in 1 or 2.5 gallon containers and 30 or 55 gallon drums. To be Pyrenone 100 or approved equal.

CONTRACT NO. 09-INS-MC
INSECTICIDES FOR DNREC – MOSQUITO CONTROL SECTION
INVITATION TO BID

APPENDIX A
TECHNICAL SPECIFICATIONS (Continued)

30. Heavy Aromatic Naphthalene Petroleum

Heavy aromatic naphthalene petroleum liquid for use as an adulticide diluent. To be packaged in 55 gallon drums. Must be Aromatic 150 Solvent or approved equal.

31. Highly Refined Petroleum Spray Oil

Liquid spray oil to be mixed with select adulticides. To be of C20 - C26 carbon number range. To be packaged in 30, 50 or 55 gallon drums. To be BVA 13, Orchex 796, Sunpar LW 107 or approved equal.

32. Monomolecular Isostearyl Alcohol Surface Film

Liquid monomolecular film for control of mosquito larvae and pupae. 100% active ingredient. To be packaged in 2.5 gallon containers. To be Agnique MMF, Arosurf MSF or approved equal.

BID QUOTATION REPLY SECTION

CONTRACT NO. 09-INS-MC

INSECTICIDES FOR DNREC – MOSQUITO CONTROL SECTION

Please fill out the attached forms fully and completely and return with your bid in an envelope clearly displaying the contract number to Mosquito Control Section by **1:00 P. M., EST, February 9, 2009** at which time bids will be opened.

Bidders are encouraged to submit questions in writing up until 4:30 p.m., January 23, 2009 to Chris Lesser at DNREC - Mosquito Control Section, 1161 Airport Road, Milford, DE 19963 or via email to Christopher.Lesser@state.de.us. An addendum will be issued answering all questions.

Bids shall be submitted to:

**State of Delaware
Department of Natural Resources and Environmental Control
Mosquito Control Section
1161 Airport Road
Milford, DE 19963**

PUBLIC BID OPENINGS

The public bid opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the bids at the time and place specified and the contract shall be awarded within thirty (30) days thereafter. The main purpose of the bid opening is to reveal the name(s) of the bidder(s), not to serve as a forum for determining the apparent low bidders. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each bid has been determined.

After receipt of a fully executed contract(s), the Delaware public and all bidders are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information.

NOTE: ONLY THE BIDDER'S NAME AND ADDRESS WILL BE READ AT THE OPENING

STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL
MOSQUITO CONTROL SECTION
1161 AIRPORT ROAD
MILFORD, DELAWARE 19963

NO BID REPLY FORM

CONTRACT #: 09-INS-MC **CONTRACT TITLE:** INSECTICIDES FOR DNREC – MOSQUITO CONTROL

To assist us in obtaining good competition on our Invitations to Bid, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Bidder's List by so indicating below, or do not return this form or bona fide bid.

Unfortunately, we must offer a "No Bid" at this time because:

- _____ 1. We do not wish to participate in the bid process.
- _____ 2. We do not wish to bid under the terms and conditions of the Invitation to Bid document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Bids are requested.
- _____ 7. Other: _____

_____ FIRM NAME

_____ SIGNATURE

_____ We wish to remain on the Bidder's List **for these goods or services.**

_____ We wish to be deleted from the Bidder's List **for these goods or services.**

CONTRACT NO.: 09-INS-MC
TITLE: INSECTICIDES FOR DNREC – MOSQUITO CONTROL SECTION
OPENING DATE: January 12, 2009

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Mosquito Control Section.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this Invitation to Bid including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Mosquito Control Section.

COMPANY NAME _____

Check one)	
<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE
LICENSE NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO. _____	(circle one)		(circle one)		(circle one)	
	Women Business Enterprise (WBE)	Yes No	Minority Business Enterprise (MBE)	Yes No	Disadvantaged Business Enterprise (DBE)	Yes No

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED WITH YOUR BID TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

CONTRACT 09-INS-MC
INSECTICIDES FOR DNREC – MOSQUITO CONTROL SECTION
INVITATION TO BID

BID PRICE QUOTATION REPLY

IMPORTANT NOTE: ALL BIDDERS MUST INCLUDE COMPLETE CURRENT PRODUCT LABELS WITH EACH ITEM BID. BIDDERS SHALL REFER TO APPENDIX A, TECHNICAL SPECIFICATIONS FOR MORE COMPLETE DESCRIPTIONS OF INSECTICIDES AND ADDITIVES.

The undersigned, having read the specifications, examined the contract documents, hereby proposes to provide all necessary machinery, tools, and labor to do all the work and to furnish all the materials necessary to perform and complete the said contract for the following named quoted prices for the various items:

ITEM NO.	APPROX. QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	10 GALS.	TEMEPHOS CONCENTRATE LIQUID (2.5 GAL. CONTAINERS)	\$ _____	\$ _____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
2.	15,000 LBS.	5% TEMEPHOS BIODAC DEDUSTED GRANULES (25 LB. BAGS)	\$ _____	\$ _____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
3.	20,000 LBS.	2% TEMEPHOS BIODAC DEDUSTED GRANULES (25 LB. BAGS)	\$ _____	\$ _____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
4.	88 LBS.	5% TEMEPHOS PELLETS (22 LB. CONTAINERS)	\$ _____	\$ _____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				

CONTRACT 09-INS-MC
INSECTICIDES FOR DNREC – MOSQUITO CONTROL SECTION
INVITATION TO BID

BID PRICE QUOTATION REPLY - CONTINUED

ITEM NO.	APPROX. QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
5.	15,000 LBS.	5% TEMEPHOS CORNCOB GRANULES (10-14 MESH) (25 LB. CONTAINERS)	\$ _____	\$ _____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
6.	40,000 LBS.	BACILLUS THURINGIENSIS VAR. ISRAELENIS GRANULES (5-8 AND 10-14 MESH) (40 LB. BAGS)	\$ _____	\$ _____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
7.	40,000 LBS.	BACILLUS THURINGIENSIS VAR. ISRAELENIS HIGH POTENCY GRANULES (5-8 AND 10-14 MESH) (40 LB. BAGS)	\$ _____	\$ _____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
8.	3,000 GALS.	BACILLUS THURINGIENSIS VAR. ISRAELENIS AQUEOUS SUSPENSION CONCENTRATE (2.5 OR 5 GAL. CONTAINERS AND 30 GAL. DRUMS; 250 GAL. RETURNABLE "TOTE" CONTAINERS OPTIONAL AND PRICED SEPARATELY)	\$ _____ \$ _____ (250 GAL. TOTES)	\$ _____ \$ _____ (250 GAL. TOTES)
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
9.	3,000 GALS.	BACILLUS THURINGIENSIS VAR. ISRAELENIS HIGH POTENCY AQUEOUS SUSPENSION CONCENTRATE (2.5 OR 5 GAL. CONTAINERS AND 30 GAL. DRUMS; 250 GAL. RETURNABLE "TOTE" CONTAINERS OPTIONAL AND PRICED SEPARATELY)	\$ _____ \$ _____ (250 GAL. TOTES)	\$ _____ \$ _____ (250 GAL. TOTES)
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				

CONTRACT 07-INS-MC
INSECTICIDES FOR DNREC – MOSQUITO CONTROL SECTION
INVITATION TO BID

BID PRICE QUOTATION REPLY - CONTINUED

<u>ITEM NO.</u>	<u>APPROX. QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
10.	40 CASES (4,000)	BACILLUS THURINGIENSIS VAR ISRAELENIS - 30 DAY RESIDUAL BRIQUETS (100 PER CASE)	\$ _____	\$ _____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
11.	2,400 LBS.	BACILLUS SPHAERICUS WETTABLE POWDER (1 LB. CONTAINERS)	\$ _____	\$ _____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
12.	7,400 LBS.	BACILLUS SPHAERICUS GRANULES (25 OR 40 LB. BAGS)	\$ _____	\$ _____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
13.	8 GALS.	5% METHOPRENE LIQUID (1 GAL. CONTAINERS)	\$ _____	\$ _____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
14.	100 GALS.	20% METHOPRENE CONCENTRATE LIQUID (2.5 GAL. CONTAINERS)	\$ _____	\$ _____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
15.	1,600 LBS.	METHOPRENE 5-10 DAY RESIDUAL GRANULES (40 LB. BAGS)	\$ _____	\$ _____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				

CONTRACT 09-INS-MC
INSECTICIDES FOR DNREC – MOSQUITO CONTROL SECTION
INVITATION TO BID

BID PRICE QUOTATION REPLY – CONTINUED

ITEM NO.	APPROX. QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
16.	1,600 LBS.	METHOPRENE 21 DAY RESIDUAL GRANULES (40 LB. BAGS)	\$ _____	\$ _____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
17.	88 LBS.	4.25% METHOPRENE 30 DAY RESIDUAL PELLETS (22 LB. CONTAINERS)	\$ _____	\$ _____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
18.	10 CASES (4,000)	METHOPRENE 30 DAY RESIDUAL BRIQUETS (400 PER CASE)	\$ _____	\$ _____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
19.	8 CASES (1,760)	METHOPRENE 150 DAY RESIDUAL BRIQUETS (220 PER CASE)	\$ _____	\$ _____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
20.	360 GALS.	NALED CONCENTRATE LIQUID (30 GAL. DRUMS)	\$ _____	\$ _____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
21.	360 GALS.	NALED EC LIQUID (30 GAL. DRUMS)	\$ _____	\$ _____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				

CONTRACT 09-INS-MC
INSECTICIDES FOR DNREC – MOSQUITO CONTROL SECTION
INVITATION TO BID

BID PRICE QUOTATION REPLY - CONTINUED

ITEM NO.	APPROX. QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
22.	330 GALS.	31.28% PERMETHRIN + 66% PBO OIL BASE LIQUID (1 OR 5 GAL. CONTAINERS AND 30 OR 55 GAL. DRUMS)	\$ _____	\$ _____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
23.	330 GALS.	18% RESMETHRIN + 54% PBO CONCENTRATE LIQUID (5 GAL. CONTAINERS AND 30 OR 55 GAL. DRUMS)	\$ _____	\$ _____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
24.	330 GALS.	10% SUMITHRIN + 10% PBO LIQUID (2.5 OR 5 GAL. CONTAINERS AND 30 OR 55 GAL. DRUMS)	\$ _____	\$ _____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
25.	100 GAL	5% SUMITHRIN + 1% Prallethrin	\$ _____	\$ _____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
26.	20 GALS.	10% WATER EMULSIFIABLE PERMETHRIN LIQUID (2.5 GAL. CONTAINERS)	\$ _____	\$ _____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				

CONTRACT 09-INS-MC
INSECTICIDES FOR DNREC – MOSQUITO CONTROL SECTION
INVITATION TO BID

BID PRICE QUOTATION REPLY – CONTINUED

ITEM NO.	APPROX. QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
27.	330 GALS	20% PERMETHRIN + 20% PBO WATER EMULSIFIABLE LIQUID (1 OR 2.5 GAL. CONTAINERS AND 30 OR 55 GAL. DRUMS)	\$ _____	\$ _____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
28.	330 GALS.	5% NATURAL PYRETHROID + PBO LIQUID (1 OR 2.5 GAL. CONTAINERS AND 30 OR 55 GAL. DRUMS)	\$ _____	\$ _____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
29.	1,650 GALS.	1% NATURAL PYRETHROID + PBO LIQUID (1 OR 2.5 GAL. CONTAINERS AND 30 OR 55 GAL. DRUMS)	\$ _____	\$ _____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
30.	3,575 GALS.	HEAVY AROMATIC NAPHTHALENE PETROLEUM (55 GAL. DRUMS)	\$ _____	\$ _____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				

CONTRACT 09-INS-MC
INSECTICIDES FOR DNREC – MOSQUITO CONTROL SECTION
INVITATION TO BID

BID PRICE QUOTATION REPLY – CONTINUED

<u>ITEM NO.</u>	<u>APPROX. QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
31.	330 GALS	HIGHLY REFINED PETROLEUM SPRAY OIL (30, 50 OR 55 GAL. DRUMS)	\$ _____	\$ _____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
32.	10 GALS.	MONOMOLECULAR ISOSTEARYL ALCOHOL SURFACE FILM (2.5 GAL. CONTAINERS)	\$ _____	\$ _____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				

TOTAL BID PRICE: \$ _____

CONTRACT 09-INS-MC
INSECTICIDES FOR DNREC – MOSQUITO CONTROL SECTION
INVITATION TO BID

BID PRICE QUOTATION REPLY - CONTINUED

SUPPLEMENTARY INFORMATION

SUPPLIERS:

MOSQUITO CONTROL SECTION

DEFINITIONS AND GENERAL PROVISIONS

The attached Definitions and General Provisions shall apply and are part of each contract. The requirement to furnish a bid bond and performance bond is applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

DEFINITIONS

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: Contracting State Agency as noted on cover sheet.

DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

INVITATION TO BID: The "Invitation to Bid" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

BIDDER OR VENDOR: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

PROPOSAL: The offer of the bidder submitted on the approved form and setting forth the bidder's prices for performing the work or supplying the material or equipment described in the specifications.

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for his acceptable performance of the work for which he has contracted.

BIDDER'S DEPOSIT: The security designated in the proposal to be furnished by the offeror or bidder as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to him.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

CONTRACTOR: Any individual, firm, or corporation with whom a contract is made by the Agency.

CONTRACT BOND: The approved form of security furnished by the contractors and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

SECTION A - GENERAL PROVISIONS

1. **INVITATION TO BID:**

See "Definitions".

2. **PROPOSAL FORMS:**

The Invitation to Bid shall contain pre-printed forms for use by the vendor in submitting his bid. The forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, etc.

3. **INTERPRETATION OF ESTIMATES:**

- a. The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

4. **SILENCE OF SPECIFICATIONS:**

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance shall be the responsibility of the vendor.

5. **EXAMINATION OF SPECIFICATIONS AND PROVISIONS:**

The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy himself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

6. **PREPARATION OF PROPOSAL:**

- a. The bidder's proposal may be written in ink or typewritten on the form provided.
- b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

7. **PRICES QUOTED:**

The prices quoted are those for which the material will be furnished F.O.B. Destination Freight Prepaid and include all charges that may be imposed during the period of the contract.

8. **DISCOUNT:**

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts shall be computed and incorporated into unit bid price(s).

9. **SAMPLES OR BROCHURES:**

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

10. **DELIVERY OF PROPOSALS:**

Proposals shall be delivered in sealed envelopes, and must bear on the outside the name and address of the bidder as well as the contract number. Proposals forwarded by U.S. Mail shall be sent first class to the address listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below.

**State of Delaware
Department of Natural Resources and Environmental Control
Mosquito Control Section
1161 Airport Road
Milford, DE 19963**

All proposals shall be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening shall be returned unopened.

11. **WITHDRAWAL OF PROPOSALS:**

A bidder may withdraw their proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

12. **PUBLIC OPENING OF PROPOSALS:**

The bids shall be publicly opened at the time and place specified by the Agency. Bidders or their authorized representatives are invited to be present.

13. **PUBLIC INSPECTION OF PROPOSALS:**

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports the firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

14. **DISQUALIFICATION OF BIDDERS:**

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of his proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- e. If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- f. Non-attendance of mandatory pre-bid meetings shall be cause for disqualification.

SECTION B - AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF BIDS:

The right is reserved to waive technicalities, to reject any or all bids or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. MATERIAL GUARANTY:

Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. AWARD OF CONTRACT:

Within thirty days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. EXECUTION OF CONTRACT:

The bidder to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.

5. WARRANTY:

The successful bidder(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

6. THE CONTRACT(S):

The contract(s) with the successful bidder(s) will be executed with the Department of Natural Resources and Environmental Control, Mosquito Control Section acting for all participating agencies.

7. RETURN OF BIDDER'S DEPOSIT:

The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.

8. INFORMATION REQUIREMENT:

The successful bidders shall be required to advise the Department of Natural Resources and Environmental Control, Mosquito Control Section of the gross amount of purchases made as a result of the contract.

9. CONTRACT EXTENSION:

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months.

10. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination.

SECTION C - GENERAL

1. AUTHORITY OF AGENCY:

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

2. LAWS TO BE OBSERVED:

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by himself or by his employees.

3. PERMITS AND LICENSES:

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at his own expense.

4. PATENTED DEVICES, MATERIAL AND PROCESSES:

- a. The contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

5. EMERGENCY TERMINATION OF CONTRACT:

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the contractor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

6. **TAX EXEMPTION:**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES in accordance with Internal Revenue Code Section 4253 (I), no tax shall be imposed under Section 4251 upon any payment received for services, or facilities furnished to the government of any state, or any political subdivision thereof, or the District of Columbia.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take his exemption into account in calculating his bid for his work.

7. **OR EQUAL (PRODUCTS BY NAME):**

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

8. **INVOICING:**

After the awards are made, the agencies participating in the bid may forward their purchase orders or credit card information to the successful bidder(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

SECTION D - EQUAL OPPORTUNITY

1. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

Revised 01/08/09

State of Delaware Minority and Women Business Enterprise Application

All completed applications must be returned with the appropriate requested documents listed.

Type or Print Clearly

If you require assistance completing this form call (302) 739-7830.

1. **Federal Employee Identification Number:** (EIN) _____

Social Security Number: (If no EIN) _____

2. **Name of Business** _____

Street Address of Business: (P.O. Box alone is not acceptable) _____

County: _____ City: _____ State: _____ Zip Code: _____

Business Telephone: _____ Business Fax: _____

Business E-mail: _____

3. **Contact Person:** _____ **Title:** _____

(Materials will be mailed in the name of the Contact Person to the Business Address)

Contact Telephone: _____ Fax: _____

4. **To qualify as a M/WBE, the business must be least 51% owned, controlled and actively managed by owners of one or more of the following ethnic groups:** *(Indicate percent of ownership)*

☐ Minority Business Enterprise

☐ Woman Business Enterprise

_____ % African American

_____ % Asian-Indian

_____ % Native Hawaiian/Polynesian

_____ % Hispanic

_____ % American Indian

_____ % Asian Pacific

_____ % Other

5. **Legal Structure of Business:** *(Check one)*

☐ Sole Proprietorship

☐ Partnership

☐ Corporation

☐ LLC

Other _____

6. **Describe in detail, what product(s) and/or service(s) your firm provides.** Attach additional page(s) and/or the company's catalog.

7. Five digit North American Industry Classification System (NAICS) Code(s):
(To assist you in determining your NAICS Code(s) go to www.logisticsworld.com)

1. _____ 2. _____ 3. _____

8. **Date firm was established:** Month _____ Day _____ Year _____

9. **Date current primary owner acquired controlling interest in firm:** Month _____ Day _____ Year _____

10. **Date incorporated** (if firm is a corporation): Month _____ Day _____ Year _____

11. **Dates of corporation amendments** (if firm is a corporation): ____/____/____; ____/____/____

12. **List the three largest or principal customers/accounts/contracts/projects:**

Name of Company	Address, City, State	Phone/Fax
a. _____		
b. _____		
c. _____		

13. Is the Business certified as a M/W/BE with any other certifying agency?

* If you answer yes to this question and are certified through any other certifying entity, please enclose a copy of your certification, complete #13 and go to page 6. Complete page 6 and mail to our office for processing.

☐ No ☐ Yes

Name	Date Certified	Expiration Date
a. _____		
b. _____		
c. _____		

14. Identify persons or firms who provide Accounting, Legal and Banking services:

Accountant: _____ **Contact:** _____

Address: _____ **Phone:** _____

Attorney: _____ **Contact:** _____

Address: _____ **Phone:** _____

Bank: _____ **Contact:** _____

Address: _____ **Phone:** _____

15. If the business is a corporation or LLC, please list the following information:

a. Total shares authorized: _____

b. Total shares issued to date: _____

c. Are there any restrictions that limit the voting rights of ethnic minority group members, who are shareholders, within the By-laws or Articles of Incorporation, or any other documents?

☐ No ☐ Yes (If yes, please explain)

16. List the current Board of Directors. (If additional space is required, submit an attached sheet)

Name	Title	Ethnicity	Gender	Appointment Date
a. _____			<input type="checkbox"/> M <input type="checkbox"/> F	_____
b. _____			<input type="checkbox"/> M <input type="checkbox"/> F	_____
c. _____			<input type="checkbox"/> M <input type="checkbox"/> F	_____
d. _____			<input type="checkbox"/> M <input type="checkbox"/> F	_____
e. _____			<input type="checkbox"/> M <input type="checkbox"/> F	_____

17. Is any owner or board member of the business, an owner or former owner of another firm engaged in the same or similar type of enterprise?

☐ No ☐ Yes (If yes, identity below)

18. List names and titles of primary persons who perform the following functions:

Estimating: _____

Marketing & Sales: _____

Hiring/Firing: _____

Purchase of major items: _____

Office management and administration: _____

Financial: _____

19. Provide the following ownership information for all owners.

Owner's Name: _____

Street Address: _____

City: _____ County: _____

State: _____ Zip Code: _____ Telephone: _____

Sex: ☐ M ☐ F Ethnic Group: _____

Ownership is by: ☐ An Individual Person ☐ Other (Describe Other) _____

Date of Initial Ownership: _____ (Date)

% Ownership: _____ %

Number of Shares Owned: _____

U.S. Citizen: ☐ No ☐ Yes

20. Provide the following ownership information for all owners.

Owner's Name: _____

Street Address: _____

City: _____ County: _____

State: _____ Zip Code: _____ Telephone: _____

Sex: ☐ M ☐ F Ethnic Group: _____

Ownership is by: ☐ An Individual Person ☐ Other (Describe Other) _____

Date of Initial Ownership: _____ (Date)

% Ownership: _____ % Number of Shares Owned: _____

U.S. Citizen: ☐ No ☐ Yes

21. Are there any written, oral, or implied agreements between persons associated in any manner with the firm concerning its ownership and/or operation? (check one)

☐ No

☐ Yes

22. How did you hear about the Office of Minority and Women Business Enterprise:

08/20/03 DRR

DOCUMENT REQUEST CHECKLIST

- **To be sure you have provided all requested information, please mark “x” on the items you have submitted.**
- Unless otherwise indicated, copies of documents are sufficient.
- **Any deficiency may delay the Certification process.**
- **Certification generally takes 4 to 6 weeks.**
- **An on-site visit.** *(The M/WBE office may schedule an on-site visit once the completed application and appropriate supporting documentation have been received.)*

A. ALL BUSINESSES

- ☐ Birth Certificate or Green Card or Passport or Tribal Memberships, etc.
- ☐ Business Tax Returns for the past year. *(All tax returns will be returned after certification)*
- ☐ Relevant business licenses and permits.

B. Partnerships Only

- ☐ Partnership Agreement, including any amendments, buy-out rights as well as any profit sharing arrangements.

C. Corporations and Limited Liability Corporations Only

- ☐ Articles of Incorporation with all amendments.
- ☐ Minutes of the last annual shareholders meeting.
- ☐ By-laws and By-law Amendments.
- ☐ Copy of most recent Stock Ledger.

State of Delaware Minority and Women Business Enterprise Affidavit

Hereafter, "the Business" refers to

Business Name

I understand the illegal nature of receiving public or private funds or other property as a consequence of false representation as to the minority status of the business and do herein certify under penalty imposed by Delaware Statutes that the information provided is correct and said information herein may be used for the purposes of certifying the business as a Minority and/or Women Business Enterprise. Any false representation will be grounds for denying certification or initiating decertification in the future.

I agree to make available for inspection to the M/WBE office any such materials that may be required to substantiate the degree of minority and women ownership and control of the business. I agree to arrange for on-site inspections of the business' facilities in order to verify information provided in this document.

I agree to provide written information relative to any future change in ownership and/or management of the business to the M/WBE office within two weeks of the occurrence of the change. I acknowledge that failure to timely submit required change of status documentation might result in the decertification of the business.

I understand that the certification expiration is three years following the initial date of certification. I further understand that the business must apply for recertification prior to the expiration.

Type or Print Name of Owner

Signature of Owner

Date

Title

Subscribed and sworn to before me this _____ day of _____ a.d.
Month, Year

Signed _____
NOTARY PUBLIC IN AND FOR THE

County of _____

State _____

My Commission Expires _____
Date

Notary
Seal

DELAWARE CERTIFICATION GUIDELINES AND INFORMATION

PURPOSE:

To increase the opportunity for minority firms to sell their products and services to the State of Delaware. These tasks support the continued growth and vitality of businesses to ensure a level playing field.

CERTIFICATION APPLICATION

The following is the application for Minority and Women Business Enterprise (M/WBE) certification with the State of Delaware. All questions must be answered. Please type or print clearly.

Questions that do not apply to your firm should be marked N/A in the space provided.

On page 5 is the checklist of specific documents pertinent to the business that must be submitted along with the application. Please include these documents to avoid processing delays. If you have additional documentation that will show your business is eligible for certification, attach it to your application.

The Affidavit on page 6 must be signed, notarized by a Notary Public and mail with the complete application, faxed copies of the affidavit will not be accepted.

Please be prepared to provide access to your business facilities and key personnel during the review.

Please return the completed application with signature and required notarization to the address below:

**Department of Natural Resources and
Environmental Control
Office of Minority and Women
Business Enterprise
Margaret O'Neill Building
410 Federal Street, Suite 1
Dover, DE 19901**

Phone: (302) 739-7830

Fax: (302) 739-7839

Website: www.state.de.us/omwbe

MINORITY AND WOMEN BUSINESS DEFINITION

A Minority and Women Business Enterprise is a business that is at least 51 percent owned, controlled and actively managed by minority group members who are United States citizens or persons lawfully admitted to the United States for permanent residence. The business must currently be performing a useful function. A useful business function is one, which results in the provision of materials, supplies, equipment or services to consumers in the state. A business acting as a conduit to transfer funds to a non-minority business does not constitute a useful business function unless doing so is a normal industry practice. A minority group member is one of the following:

- a. AMERICAN INDIAN** means a person who is enrolled as a member of federally recognized American Indian tribe or band, and who possesses documentation of at least one-fourth American Indian ancestry, and documentation of tribal recognition as an America Indian;
- b. ASIAN-INDIAN** means a person whose ancestors originated in India, Pakistan or Bangladesh;
- c. AFRICAN AMERICAN** means a person whose ancestors originated in any of the black racial groups of Africa;
- d. HISPANIC** means a person of any race whose ancestors originated in Mexico, Puerto Rico, Cuba, Central America or South America or whose cultural origin is Spanish;
- e. ASIAN-PACIFIC** means a person whose ancestors originated in Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marinas;
- f. NATIVE HAWAIIANS AND POLYNESIANS;**
- g. ESKIMOS**

OWNERSHIP AND CONTROL

“Owned and controlled” means:

- A. A sole proprietorship legitimately owned by and individual who is a minority person;
- B. A corporation, a limited liability corporation, a partnership or joint venture controlled by minority persons and in which at least 51 percent of the beneficial ownership interests are legitimately held by minority persons, and in which at least 51 of the voting interests are legitimately held by minority person.
- The minority ownership; interest in the firm must be real, substantial and continuing. Such interest may include:
 - a. A risk of loss/share of profit commensurate with the proportional ownership;
 - b. Receipt of the customary incidents of ownership, such as salary and/or intangible benefits.
- A minority owner must have and exercise the authority to independently control the business. The minority owner need not be continually present to be deemed in control. Characteristics of control may include:
 - a. Making decisions in price negotiations;
 - b. Incurring liabilities for the firm;
 - c. Making final staffing decisions;
 - d. Policy-making; and
 - e. Making general company management decisions.
- Authority to sign bids and contracts
 - a. Making decisions in price negotiations;
 - b. Incurring liabilities for the firm;
 - c. Making final staffing decisions;
 - d. Policy-making; and
 - e. Making general company management decisions.
- The minority or women owners must possess the power to make to make day-to-day and long-standing decisions on matters of management, policy and operations. The firm must be under formal or informal restrictions (such as bylaws, partnership agreement, etc.) that limit authority of the minority and/or women owners to make decision and determine the future of the business. Minority or women owners must hold the highest officer position in their companies, example chief executive officer or president.
- Only those firms performing a useful business function according to custom and practice in the industry are qualified as M/WBE. Acting merely as a passive conduit of funds to some other, non-minority firm where such activity is unnecessary to accomplish the project does not constitute a “useful business function according to custom and practice in the industry”.
- The minority and women owners shall also posses the power to direct or cause the direction of the management and policies of the firm and make day-to-day as well as major decisions on matters of management, policy and operations. The firm shall not be subject to any formal or informal restrictions through, for example through, by-laws provisions, partnership agreements, or charter requirements for cumulative voting rights or otherwise that prevents the minority and women owners, without the cooperation or vote of any owner who is not a minority or women for making a business decision of the firm.
- The minority and/or women must demonstrate that they possess the experience, expertise and knowledge to operate their particular types of business. Generally, expertise limited to office management, administration, or bookkeeping functions unrelated to the principal business activities of the company is insufficient to demonstrate control. Women and/or minority owners must also verify that they hold any licenses or certification required by the type of business in which they are engaged. While persons other than the owner(s) may have supervisory responsibilities within the company, ultimate supervision must rest in the hands of the minority and/or women owner.
- If the owners of the firm who are not minorities or women are disproportionately responsible for the operation of the firm, then the firm is not controlled by minorities and shall not be considered as M/WBE within the meaning of the definition. Where the actual management of the firm is contracted out to individuals other than the owner, those person who have the ultimate power to hire and fire the managers, can, for the purpose of this definition be considered as controlling the business.

All securities, which constitute ownership and/or control of a corporation for the purpose of establishing it as a M/WBE, shall be held directly by minorities or women. No securities held in trust, or by a guardian for a minor, shall be considered as held by a minority or women in determining the ownership or control of a corporation.

The contributions of capital or expertise by the minority and women owners to acquire their interests in the firm shall be real and substantial.

- C. A business located in a state other than Delaware must first obtain state-level certification in its home state, if such certification is available. "Home state" is defined as the state the company's headquarters are located.
- D. Even when the company documents support the basic certification criteria, certification can be denied if the business operations do not reflect the ownership shown on paper.
- E.
 - a) Be a for-profit business (non-profits cannot become certified)
 - b) Provide and be qualified to provide the goods and services for which it is being certified.
- F. If your business does not supply OMWBE with the required documentation for certification, in other words the application was submitted incomplete, the office will contact you by phone and send you a letter requesting required documentation. If you do not respond within 30 days your application will be placed in a pending file for 6 months and returned to your business as inactive. A business may resubmit the certification application at any time.
- G. If your business is certified through another Certifying organization such as the Department of Transportation, you need to complete #'s 1-7 and #14 on the Delaware Certification Application and complete page 6. You must also attach a copy of your certification and mail all documents to the OMWBE.

BENEFITS:

- Certified minority-owned firms are eligible to be listed in the State of Delaware Directory of Minority and Women Owned Businesses which is circulated to all state and local government agencies.

ELIGIBILITY:

A minority and women owned business (sole-proprietorship, partnership, corporation or joint venture) must meet the following criteria:

- Belong to a minority group: Native American, Black, Hispanic, Asian Indian, Asian Pacific, Eskimo or Native Hawaiian;
- At least 51 percent owned, controlled and actively managed by minority group members or by women;
- Serving a "useful business function" and have customers other than the State of Delaware.

HOW TO APPLY:

- Applications and additional information are available by calling the Office of Minority and Women Business Enterprise at (302) 739-7830.
- Complete an application for certification and provide required documentation (ethnic status of minority owner(s), financial records, on-going business activity, etc....)
- Provide access to its business facilities and key personnel for state certification on-site visit.

WHERE TO APPLY:

Submit completed applications to:

Department of Natural Resources and
Environmental Control
Office of Minority and Women Business Enterprise
Margaret O'Neill Building
410 Federal Street, Suite 1
Dover, DE 19901
(302) 739-7830
<http://www.state.de.us/omwbe>